

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, JAVIER MORA
on behalf of himself and all others similarly situated

Amy Todd-Gher, Esq., Bar No. 208581
atodd-gher@littler.com
Jamie L. Santos, Bar No. 325564
jlsantos@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101
TEL: (619) 232-0441
FAX: (619) 232-4302

Attorneys for Defendant
HENLEY PACIFIC, LLC

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

JAVIER MORA on behalf of himself
and all others similarly situated

Plaintiff,

vs.

HENLEY PACIFIC, LLC a Delaware
corporation and DOES 1 through 50,
inclusive,

Defendants.

Case No. 1:22-CV-00571-JLT-EPG
Judge: Hon. Erica P. Grosjean

(removed from Merced Superior Court
Case No. 22CV-00809)

**STIPULATION OF PARTIES TO
DISMISS COMPLAINT
PURSUANT TO FED. R. CIV. P.
41(A)(1)(A)(II) AND PURSUE
INFORMAL RESOLUTION OR
ARBITRATION**

1 Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff Javier Mora (“Plaintiff”)
2 and Defendant Henley Pacific, LLC (“Defendant”) (collectively the “Parties”),
3 through undersigned counsel, hereby submit this Stipulation to Dismiss Complaint
4 Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) and Pursue Informal Resolution or
5 Arbitration. This Stipulation is based on the following:

6 WHEREAS, On March 16, 2022, Plaintiff filed a complaint in the Superior
7 Court for the County of Merced entitled JAVIER MORA on behalf of himself and
8 all others similarly situated v. HENLEY PACIFIC, LLC; and DOES 1-50,
9 inclusive, Case No.22CV-00809, styled as a Class Action Complaint, alleging: (1)
10 failure to pay lawful wages; (2) failure to provide lawful meal periods or
11 compensation in lieu thereof; (3) failure to provide lawful rest periods or
12 compensation in lieu thereof; (4) failure to pay employee expenses; (5) failure to
13 timely pay wages during employment; (6) failure to timely pay wages at
14 termination; (7) failure to provide accurate, itemized wage statements, and (8)
15 violations of the unfair competition law;

16 WHEREAS, shortly thereafter, this matter was removed by Defendant to
17 this Court;

18 WHEREAS, Defendant informed Plaintiff’s counsel that Plaintiff, in
19 consideration for his employment with Defendant, entered into an agreement with
20 Defendant entitled, “Mutual Agreement to Arbitration Claims” (the “Arbitration
21 Agreement” or the “Agreement”) in which the Parties mutually agreed that any
22 claims arising out of or related to Plaintiff’s employment with Defendant and any
23 related entity would be resolved on an individual basis by an arbitrator through
24 final and binding arbitration before JAMS, and not by way of a court or jury trial,
25 and provided Plaintiff’s counsel a copy of the Arbitration Agreement for review;
26
27
28

1 WHEREAS, the Parties' Agreement also includes a class and collective
2 action waiver stating, in part, "This Agreement affects your ability to participate in
3 class or collective actions. Both the Company and you agree to bring any dispute
4 in arbitration on an individual basis only, and not on a class or collective basis.
5 There will be no right or authority for any dispute to be brought, heard or arbitrated
6 as a class or collective action, or as a member in any such class or collective
7 proceeding ("Class Action Waiver") ..."

8 WHEREAS, based on the Arbitration Agreement, including the Class Action
9 Waiver, Plaintiff agreed to submit claims arising out of the course and scope of his
10 employment to binding arbitration on an individual basis only, and not as part of a
11 class or collective action;

12 WHEREAS, after reviewing the Arbitration Agreement and meeting and
13 conferring with Defendant, Plaintiff agreed this matter does not belong in this
14 Court;

15 WHEREAS, the Parties continue to meaningfully communicate, and are
16 attempting to settle this matter informally before expending the time and resources
17 required for arbitration proceedings; and

18 Based on the foregoing, the Parties therefore stipulate, agree, and
19 respectfully request that (a) this Court order that Plaintiff's individual claims in
20 this lawsuit be submitted to binding non-judicial arbitration pursuant to the Parties'
21 Arbitration Agreement, and (b) that this case be dismissed without prejudice.
22

23
24
25 Respectfully submitted,
26
27
28

DATED: October 27, 2022

JAMES HAWKINS APLC

By /s/ Kacey E. Cook
Isandra Fernandez
Kacey E. Cook
Attorneys for Plaintiff
JAVIER MORA

DATED: October 27, 2022

LITTLER MENDELSON, PC

By /s/ Amy Todd-Gher (as authorized on 10/27/22)

Amy Todd-Gher
Jamie L. Santos
Attorneys for Defendant
HENLEY PACIFIC, LLC.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: November 4, 2022


UNITED STATES DISTRICT JUDGE

SIGNATURE ATTESTATION

I, Kacey E. Cook, Esq., hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

BY: /s/ Kacey E. Cook
Isandra Fernandez, Esq.
Kacey E. Cook, Esq.
James R. Hawkins, Esq.
Attorneys for Plaintiff
JAVIER MORA,
on behalf of himself and
all others similarly situated

CERTIFICATE OF SERVICE

I hereby certify that on October 27, 2022 I electronically filed the foregoing with the Clerk of the Court for the U.S. District Court, for the Eastern District of California using the CM/ECF system. All participants are registered CM/ECF users, and will be served by the CM/ECF system.

Dated: October 27, 2022

/s/ Kacey E. Cook
Kacey E. Cook